



REQUEST FOR PROPOSAL

Bad Check Restitution Program

**County of San Bernardino
Office of the District Attorney
303 West 3rd Street
San Bernardino, CA 92415-0502
December 16, 2008**

TABLE OF CONTENTS

I. INTRODUCTION	
A. Purpose.....	3
B. Period of Contract	3
C. Minimum Vendor Requirements.....	3
D. Questions	3
E. Correspondence.....	3
F. Admonition to Vendors.....	4
G. Proposal Submission Deadline	4
H. Local Preference	4
II. PROPOSAL TIMELINES	4
III. PROPOSAL CONDITIONS.....	5
A. Contingencies	5
B. Modifications	5
C. Proposal Submission	5
D. Incurred Costs.....	5
E. Clarifications.....	5
F. Acceptance or Rejection of Proposal.....	5
G. Formal Contract	5
H. Inaccuracies or Misrepresentations.....	5
I. Level of Service	6
J. Negotiations.....	6
K. Final Authority.....	6
IV. PROGRAM DEFINITIONS	6
V. SCOPE OF WORK.....	6
VI. GENERAL CONTRACT REQUIREMENTS.....	10
VII. PROPOSAL SUBMISSION	19
A. General	19
B. Proposal Presentation.....	20
C. Proposal Format.....	21
VIII. PROPOSAL EVALUATION AND SELECTION	24
A. Evaluation Process.....	24
B. Evaluation Criteria	24
C. Contract Award.....	25
D. Protests Relating to Proposal Process and Award.....	25
Attachment A – Cover Page	26
Attachment B – Minimum Vendor Requirements	27
Attachment C – Exceptions to RFP.....	28
Attachment D – Statement of Certification	29
Attachment E – References	30
Attachment F – Proposed Cost Sheet	31

I. INTRODUCTION

A. Purpose

The County of San Bernardino through the San Bernardino Office of the District Attorney, hereafter referred to as the "County", is inviting responses from qualified Vendors to administer the County's Bad Check Restitution Program.

It is the intent of the County to establish a mutually beneficial relationship with a Vendor who can provide these services as required by the terms of this Request for Proposal (RFP).

B. Period of Contract

The term of the Contract will be for a period of three (3) years, tentatively scheduled to begin on March 10, 2009 and end on March 10, 2012.

C. Minimum Vendor Requirements

All Vendors must:

1. Have a minimum of five (5) continuous years of experience in the administration of a bad check restitution program, at least three (3) of which should be in the state of California.
2. Possess valid licenses, permits and/or certifications, as required by the State of California, to perform the type of services being requested in this RFP. Validity of licenses, permits, and/or certifications will be verified by the copies you provide with your proposal.
3. Provide five (5) references from other agencies, three (3) of which need to be current clients and one (1) a government agency (not including the County of San Bernardino) you have a contract with for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates of Service. This information must be included in Attachment E.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau and State of California Department of Consumer Affairs, and have no unsatisfactory record of performance with any public agency.
5. Complete registration to become a Vendor through the County of San Bernardino Purchasing website: <http://www.sbcounty.gov/purchasing/>.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on Wednesday December 17, 2008 and directed to the individual listed in Section I, Paragraph E. All questions will be answered and posted to the County's website listed in Section I, Paragraph C(5) by Tuesday, December 23, 2008.

E. Correspondence

All correspondence, including proposals, is to be submitted to:

Claudia Swing, Chief of Administration
County of San Bernardino
Office of the District Attorney
303 West 3rd Street
San Bernardino, CA 92415-0502
Email: cswing@da.sbcounty.gov
Fax (909) 382-7674

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

F. Admonition to Vendors

Once this RFP has been issued, Vendors are specifically directed not to contact County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E.

G. Proposal Submission Deadline

All proposals must be received at the address listed in Section I, Paragraph E, no later than 2:00 p.m. on January 16, 2009. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be opened and considered. Incomplete proposals may not be considered.

H. Local Preference

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds;
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local Vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local Vendor for the contract award.

II. PROPOSAL TIMELINES

Release of RFP	Tuesday, December 16, 2008
Deadline for Submission of Questions	Tuesday, December 23, 2008
Date for responses to questions (posted to Internet)	Tuesday, January 6, 2009
Deadline for Proposal Submission	2 PM (PST), Friday, January 16, 2009
Oral Presentations	If needed

Selected Vendors Notified	January 2009
Contract Negotiations and Completion Process Begins	February 2009
Tentative Date for Awarding of Contract	March - 2009

The above dates are subject to change as deemed necessary by the County.

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County of San Bernardino to award a Contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Vendors in writing if the County rejects all proposals. The County also reserves the right to terminate this RFP process at any time and for any reason.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time. All proposals and materials submitted become the property of the County.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request. Vendor agrees that all costs incurred in developing this proposal are the Vendor's responsibility.

E. Clarifications

The County may require the potential Vendor selected to provide additional information or clarifications on any area contained in this RFP or which might be used to evaluate Vendors. This may include cost, technical, or other clarifications needed to make a decision.

F. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance for 180 days after the proposal opening date and time.

G. Formal Contract

Vendor will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. Failure to raise any objections to the contract language at the time of submittal of a response to this RFP will result in a waiver of any objection to the contract language. All objections to any provisions of the final Contract should be listed on **Attachment C – Exceptions to RFP**.

H. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

I. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of non-sufficient funds (NSF) check cases can be guaranteed by the County.

J. Negotiations

The County may require the potential Vendor selected to participate in negotiations and to submit revisions to pricing, technical information, and/or other items from its proposal as may result from negotiations.

K. Final Authority

The final authority to award a Contract as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

IV. PROGRAM DEFINITIONS

- A. Liaison: The representative designated by the Office of the District Attorney to coordinate the operation of the program.
- B. Participant: An individual who has registered for the Diversion Program or an individual who has been ordered by the Court (post Complaint) to complete the Diversion Program.
- C. Restitution: The face value of all non-sufficient funds (NSF) checks, returned item fees assessed by the victim's bank and certified mail expenses.
- D. Administrative Fees: Those fees authorized pursuant to Penal Code Section 1001.65 in an amount not to exceed \$50.00 per check as of January 1, 2009. These fees offset program administrative expenses and are to be shared pursuant to Section V, Paragraph C (Compensation and Terms of Payment) between the District Attorney and Vendor.
- E. Class Fees: Penal Code Section 1001.64 requires the check writer to complete an educational class or classes to remove the behavioral rationalizations surrounding the writing of NSF checks. Vendors' proposed class fees to be charged and retained by the Vendor will be considered during the evaluation process.

V. SCOPE OF WORK

A. Background/Purpose

The County of San Bernardino, Office of the District Attorney, is seeking proposals from interested and qualified Vendors for providing educational seminars, consulting and administrative support services for the County's Bad Check Restitution Program. Under the provisions of Sections 1001.60-67 of the California Penal Code, the District Attorney may refer certain offenders to the County's Bad Check Restitution Program wherein in order for the Participant to avoid criminal prosecution, the Participant must attend an educational seminar (Seminar) mandated by the prosecutorial authority, pay a fee for the Seminar and pay restitution to the victim of the bad check. The District Attorney has determined that the amount of the check cannot exceed \$2,500 for referral into the Bad Check Restitution Program. This limit may be adjusted at any time at the sole discretion of the District Attorney.

The Office of the District Attorney initiated the Bad Check Restitution Program in October of 1995. The administrative support services being requested through this RFP are designed to recover restitution for victims of NSF and account-closed type checks; manage all pertinent case files; and conduct educational classes for offenders diverted from prosecution under the provisions of Penal Code Sections 1001.60-67 on behalf of the District Attorney.

San Bernardino County is the largest county in California and has a population of approximately two million. Historically, the number of NSF checks eligible for the program has varied greatly between a low of 11,000 to a high of 34,000. The successful Vendor must demonstrate the ability to accommodate this varied level of workload and any potential increases over the Contract period.

The Vendor must also demonstrate the ability to conduct the required educational classes in all regions of the County. The Vendor must be able to provide live in-person educational classes in the West Valley (San Bernardino/Redlands), East Valley (Rancho Cucamonga/Ontario) and High Desert (Victorville/Apple Valley). In the more remote areas of the County (Barstow, Needles, Joshua Tree, Twentynine Palms) the Vendor must be able to provide educational classes on-line or by correspondence.

This RFP is designed to obtain proposals from Vendors in order for the County to evaluate the proposals to determine which proposal best meets the needs of the County for its Bad Check Restitution Program.

B. Scope of Services

The District Attorney shall provide the following types of administrative and facilities support necessary for the development, establishment and operation of the Program:

1. District Attorney shall assist and direct Vendor(s) with the planning and development of policies, procedures, reports, audits and other functions necessary to the successful continuation of the Program.
2. District Attorney shall designate a staff member to act as Liaison with Vendor in organizing and implementing the Bad Check Restitution Program with County Courts and law enforcement personnel. The Liaison shall assist in publicizing the Program to the business community countywide.
3. District Attorney shall implement departmental policies that are consistent with the fulfillment of the terms of the resulting Contract.

Potential Vendors must acknowledge and agree that the County retains complete control over all policies and procedures regarding the Bad Check Restitution Program. The use of the District Attorney's name or picture requires prior approval by the County. Vendor must also obtain prior approval by the District Attorney for all correspondence Vendor send in connection with the administration of the Bad Check Restitution Program. Vendor agrees to carry out any resulting Contract in a professional, timely and efficient manner. Vendor shall provide the following types and levels of administrative and educational services:

1. Comply with all requirements of the Bad Check Diversion Program as stated in Penal Code section 1001.60 et seq.
2. Daily operation and management of all clerical and accounting functions related to those NSF check cases diverted by the District Attorney to the Program.

3. Generate demand notices to suspected bad check writers and provide follow through with respect to the collection and disbursement of victim restitution, administrative fees and Vendor class fees.
4. Generate subsequent correspondence to participants and coordinate all reports relating to program compliance for the District Attorney's Office.
5. Proper maintenance of all physical files, financial records, documentation, reports, computer files and all other data pertinent to the operation of the program.
6. Conduct all NSF check-writer educational classes. Classes shall be designed to remove the behavioral rationalizations surrounding the writing of NSF checks as well as focus on deficiencies in the areas of personal finance, communication and stress management. Classes will be conducted in English, Spanish and other languages, as deemed necessary by the County.
7. All classes are to be scheduled in convenient locations **throughout** the County. Classes should be scheduled to offer maximum flexibility for participants. The Vendor must be able to provide live in-person educational classes in the West Valley (San Bernardino/Redlands), East Valley (Rancho Cucamonga/Ontario) and High Desert (Victorville/Apple Valley). In the more remote areas of the County (Barstow, Needles, Joshua Tree, Twentynine Palms) the Vendor must be able to provide educational classes on-line or by correspondence.
8. Instructors will generally hold advanced degrees in a counseling related field (e.g. psychology or social work). Resumes demonstrating instructor qualification are to be provided as part of the proposal. Thorough reference and background checks will be completed by and at Vendor's sole expense on its staff and all of its newly hired employees.
9. Maintain a level of staffing and computerization commensurate with the volume of NSF complaints.
10. Provide an individual who can personally attend meetings with the County upon 24 hours notice by the County. Vendor must be available 8:00 a.m. to 5:00 p.m. Pacific Standard Time and have an e-mail address where the County can send inquires 24 hours a day. Vendor must return County phone calls and/or e-mail inquires within 24 hours.
11. Provide outreach to local businesses and law enforcement in the County of San Bernardino. Vendor is required to organize and present a minimum of two (2) in-person outreach programs to local businesses or law enforcement each month. Vendor shall provide a monthly report to County detailing all outreach efforts. The report shall be in a format approved by the County.
12. Vendor shall provide information on how it will obtain referrals from local small business, mid-sized business and large big box businesses.
13. Vendor shall provide outreach plan to specifically educate law enforcement agencies throughout the county regarding the bad check program.
14. Refer to the District Attorney all required information regarding Participants who fail to complete the Vendor's Bad Check Diversion Program.

C. Compensation and Terms of Payment

Vendor agrees to provide all services as described herein and contained within the Program proposal in consideration for:

The educational class fee paid by those complying with the Diversion Program and a percentage of the administrative fee paid by those complying with the Diversion Program and the additional assessments paid by those complying with the Diversion Program.

Vendor should provide a list of all fees, rates and assessments proposed including: class fee, time-scheduled payments fee; failure to appear charges; rescheduling fees; late payment, and percentage of administrative fee requested.

Vendor must be aware and acknowledge that it cannot charge a convenience fee as it applies to payments made by credit card by Diversion Program participants.

All fees, payments and monies generated by the Diversion Program shall be deposited in an interest-bearing account held by Vendor in a commercial, federally insured financial institution with branch locations within the County.

Vendor shall coordinate and prepare revenue disbursements within the following guidelines:

REVENUE TYPE

Victim Restitution

DISBURSEMENT CYCLE

Disbursed by check to victim upon receipt of payment on a weekly basis.

D.A. Revenue Share:
Percentage of statutory admin. fees

Disbursed by check on 15th day of each month to County for prior month's receipts.

Vendor Revenue Share:
Combination of class fees and admin. fees and all other fees

Disbursed weekly to Vendor

D. Collection and Payment Distribution

Full lump sum collections shall be distributed in the following priority: (A) VICTIM RESTITUTION, (B) ADMINISTRATIVE FEES (shared with the County) and (C) VENDOR CLASS FEES.

When partial lump-sum payments are received, the following distribution priority shall be used:

1. Victim Restitution up to 100%, and any remaining balance goes to
2. Administrative fees to be shared on a pro-rata basis between Vendor and County, and any remaining balance goes to
3. Vendor Class Fees.

In cases where there are multiple victims, payments will be applied on a first-in, first-out basis with respect to the complaint filing date.

E. Implementation plan:

As part of the RFP process Vendor must prepare and provide the County an implementation plan, which shall include the following:

1. Tentative schedule of steps to implement program.

2. Class format and topics to be covered in NSF Classes.
3. Tentative meeting sites.
4. Resumes of staff who will be handling the County's account and all staff conducting check education seminars and NSF check writing educational classes.
5. Samples of all forms used throughout the NSF program.

F. Completion of Diversion Program

Completion of the Diversion Program implies that the check writer has paid full restitution for all checks on file, paid corresponding Vendor and administrative fees and attended the educational class.

In the event that a check writer fails to comply with Program terms, Vendor shall prepare and submit to the District Attorney all records associated with the complaint for review. Upon review, the District Attorney shall determine whether the case will be accepted for criminal prosecution or rejected and returned to Vendor for return to the party submitting the complaint.

G. Financial Disclosure

Vendor agrees to provide full disclosure of all records, documents, transactions and accounting practices in connection with Vendor's administration of the Bad Check Diversion Program. Vendor agrees to provide the County with copies of all NSF checks, any records of contact with participants in the Bad Check Diversion Program, any documents provided from or to participants in the Bad Check Diversion Program, any logs or files documenting the Bad Check Diversion Program, and copies of any other documents or records requested by the County. Vendor acknowledges that any and all of the "Financial Statements" submitted to the County Auditor-Controller pursuant to this Contract become Public Records and are subject to public inspection pursuant to Section 6252 et. seq. of the California Government Code. This provision will remain in force even after the termination of the Contract.

H. Records and Audit

Vendor shall maintain thorough records so as to generate regular reports detailing the compliance and disposition status on each case diverted to the Program. All reports become the property of the District Attorney/County. Vendor shall also prepare and maintain a current accounting record of all revenues from any source within the scope of this contract.

1. Records Retention:
 - a. Records on each Program participant or case shall be retained by Vendor for a minimum of five (5) years from the final disposition date.
 - b. All financial records relating to any Contract entered into as a result of this RFP, shall be retained for a period of five (5) years from the date any such Contract is terminated; the last transaction/case disposition date, terminated; or the last transaction/case disposition date, whichever is later.
 - c. Vendor shall retain original records relating to any litigation or the settlement of claims arising out of the performance of any Contract entered into as a result of this RFP for a period of five (5) years after the date that the litigation case is closed.

VI. GENERAL CONTRACT REQUIREMENTS

The successful Vendor shall be required to execute a contract with the following terms. Any objections or exceptions to these terms must be noted in the response to the RFP or the objections or exceptions will be deemed to have been waived. **(See Attachment C).**

A. General

1. **Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

3. Representation of the County

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. Vendor Primary Contact

The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Vendor or designee must respond to County inquiries within 24 hours.

5. Change of Address

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

6. Subcontracting

Vendor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the District Attorney, or his/her designee. Any subcontractor shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance of any subcontractor.

Vendor also agrees not to enter into any agreements with third parties involving the Bad Check Diversion Program without the express written approval of the District Attorney.

Should any existing Vendor contracts with third parties be utilized by Vendor in the administration of the San Bernardino County Bad Check Diversion Program, Vendor agrees to provide the County with copies of all such Vendor contracts with third parties.

7. Contract Assignability

Without the prior written consent of the District Attorney, or his/her designee, the Contract is not assignable by Vendor either in whole or in part.

8. Contract Amendments

Vendor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when reduced to writing, duly signed, attached to the original Contract, and approved by the required persons and organizations.

9. Entire Contract

This Contract supersedes any and all other Contracts either oral or written between the parties hereto with respect to the subject matter hereof and contains all of the Contracts between the parties with respect to said matter. Each party to this Contract acknowledges that no representations, inducements, promises or Contracts, oral or otherwise, have been made by either party which are not embodied herein and that no other Contracts or promises not contained within this Contract shall be valid or binding. The laws of the State of California and the United States of America shall govern all provisions contained within this Contract.

10. Termination

- i. The Contract may be terminated without cause by the County by serving a written notice to the Vendor (90) days in advance of termination. The District Attorney is authorized to exercise the County's rights with respect to any termination of this Contract.
- ii. Failure by Vendor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Vendor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - b. Withhold funds pending duration of the breach; and/or
 - c. Terminate this Contract immediately and be relieved of the payment of any consideration to Vendor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Vendor under this Contract and the balance, if any, shall be paid by the Vendor upon demand.
- iii. After receiving written notice of termination, Vendor shall do the following:
 - a. Comply with termination instructions provided by the District Attorney in a manner, which is consistent with recognized standards of prudent business practice.
 - b. Obtain immediate clarification from the District Attorney whether by meeting and in writing on any unsettled issue of performance during the remaining term.
 - c. Continue to provide the same level of service required by this Contract until the date of termination.
 - d. If records are to be transferred, such records shall be packed and labeled in accordance with directions provided by the District Attorney. Compensation and revenues to both parties will continue until termination date in the same manner prescribed in Section 5, Paragraph C, COMPENSATION AND TERMS OF PAYMENT.
 - iv. Termination notice shall be deemed served on the date when written and deposited in the U.S. Mail, certified return-receipt requested.

11. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part VI, Section B, Indemnification.

12. Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

13. Licenses and Permits

Vendor will ensure that it has all necessary licenses and permits required by Federal, State, County, and municipal laws, ordinances, rules and regulations. Vendor shall maintain these

licenses and permits in effect for the duration of the Contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits shall be deemed a material breach of the Contract and the Contract may be terminated without further notice by the District Attorney at its option.

14. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

15. Notice

Any notice to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery or by registered mail, return receipt requested, addressed to the proper party at the following addresses:

**Office of the District Attorney
Bad Check Restitution Program
303 West 3rd Street, 6th floor
San Bernardino CA 92415-0502**

**VENDOR NAME
VENDOR REPRESENTATIVE
VENDOR ADDRESS**

Vendor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

16. Inspection

With consent or a warrant if necessary, the County reserves the right to inspect the Vendor's facilities periodically on scheduled or non-scheduled visits, as the County desires.

17. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Vendor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom Vendor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

18. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Vendor, if it determines that any improper consideration as described in the preceding paragraph was offered to any

officer, employee, or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

19. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

20. Inaccuracies or Misrepresentations

If in the administration of a contract, the County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

21. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

22. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this contract, subject to the requirements of Section VI, Paragraph A, Subsection 10 (Termination for Convenience). Unless otherwise directed by the County, Vendor may retain copies of such items.

23. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this contract or Vendor's relationship with County may be made or used without prior written approval of the County.

24. Statistical And Performance Data

The District Attorney agrees that upon prior review and approval by the District Attorney, or his/her designee, Vendor shall be permitted to utilize program data which describes the Diversion Program operation and to prepare, collect and maintain data that demonstrates program effectiveness. Vendor agrees to furnish copies of all materials and records to the District Attorney. Vendor agrees to maintain the privacy of all participants.

25. Confidential Nature Of Data

Vendor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons participating in the Bad Check Division Program. The Vendor shall not use or disclose any identifying information for any purpose other than

carrying out the Vendor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

This provision should not be interpreted to mean the Vendor is limited in providing information to the County. As stated in other sections of the contract, the Vendor is required to share all documents related to the Bad Check Diversion Program with the County.

26. Computer Nature Of Data

The District Attorney acknowledges that all rights and ownership of computer software programs utilized in conjunction with NSF Diversion Program is retained by Vendor and its software program contractors and vendors and that this ownership extends indefinitely beyond the term of this Contract.

27. County Hours

Some County departments adopted hours other than the 8:00 a.m. to 5:00 p.m. standard. These departments will notify Vendor of the modified work schedule to allow proper billing. Such modified 40-hour workweek will NOT result in overtime billing.

28. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Vendor selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

29. Electronic Fund Transfer Program

Vendor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall

promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

30. Equal Employment Opportunity/Civil Rights

Vendor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Vendor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability.

31. Law

The Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any reference herein applicable to state law shall mean only the laws of the State of California.

B. Indemnification and Insurance Requirements

1. Indemnification

The Vendor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of an indemnitee. The Vendor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – The Vendor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Vendor and Vendor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Vendor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests – The Vendor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Vendor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – The Vendor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Vendor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Vendor or County payments to the Vendor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

The Vendor agrees to provide insurance set forth in accordance with the requirements herein. If the Vendor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Vendor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a State-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Vendor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The Vendor shall carry General Liability Insurance covering all operations performed by or on behalf of the Vendor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Personal injury
- (e) Contractual liability.
- (f) \$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Vendor is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Vendor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall

include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Bonding

The Vendor shall obtain and maintain at all times during the term of this Contract a blanket Fidelity Bond, in an amount not less than \$20,000 per claim or occurrence with an admitted carrier in the State of California with an A.M. Best rating of A-VII or better, to cover potential losses due to employee dishonesty. The County shall be named as an Obligee under the bond. The Vendor shall furnish the County with a copy of the Bond - within thirty (30) days of the effective date of this Contract.

The Vendor shall notify the County in writing of any change in the Vendor's Bond status within twenty-four (24) hours of such change.

C. Right to Monitor and Audit

1. Right to Monitor

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this contract. Vendor shall give full cooperation in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal, and State representatives for a period of three years after the termination of the Contract. Program data shall be made available upon request or turned over to County.

2. Availability and Retention of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

Vendor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for Vendor performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles, and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for termination of the Contract.

VII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands this entire RFP to include all appendixes, attachments, exhibits, schedules and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete. If a proposal is incomplete or does not address all requirements of this RFP the County, at its sole option, can determine if the incomplete information is a material omission resulting in the rejection of an proposal or an immaterial omission and the proposal will still be evaluated. An agent authorized to submit proposals on behalf of the organization/firm must sign the proposal with original signatures on all copies.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph G - Proposal Submission Deadline.**

All proposals and materials submitted become the property of the County. All information submitted in the proposal or in response to a request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information, which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

B. Proposal Presentation

1. One (1) original and five (5) copies (total of 6) of the complete proposal must be received by the deadline. The original copy must be clearly marked "Master Copy". If one copy of the proposal

is not clearly marked "Master Copy" the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.

2. The original and all copies must be in a sealed envelope or container, stating on the outside the Vendor's name, address, telephone number, the RFP number, RFP Title, and Proposal due date to: County of San Bernardino, District Attorney's Office, ATTN: "Bad Check Restitution Program" at 303 West 3rd Street, San Bernardino, CA 92415-0502.
3. All proposals must be submitted on 8 1/2" by 11" recycled paper. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
4. The County has adopted a recycled product purchasing standards policy, which recommends that Vendors use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the County. The policy also recommends that Vendors use both sides of paper sheets for reports submitted to the County whenever practical.
5. Hand carried proposals may be delivered to the address above ONLY between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service of all delivery requirements and for ensuring that the address information appears on the outer wrapper or enveloped used by such service. Vendors are solely responsible for ensuring that the responses are delivered on or before the time specified. County is not responsible for any indirect deliveries.

C. Proposal Format

Vendor should carefully follow the format and instructions outlined below, observing format requirements where indicated. Response to this Request for Proposals must be in the form of a proposal package. The proposal package must be submitted in the following format:

1. **Cover Page - Attachment A** is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.
2. **Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond with the table of contents.
3. **Statement of Experience and Qualifications** - Include the following in this section of the proposal:
 - a. Business name of the prospective Vendor and legal entity such as corporation, partnership, etc.
 - b. State the number of years the Vendor has been in existence, the current number of employees, and the primary markets served.
 - c. Describe the Vendor's experience in California in performing the work requested in this RFP.
 - d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
 - e. A statement that the Vendor has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
 - f. List all contracts, which Vendor has performed for San Bernardino County.

- g. With respect to contracts completed during the last two years, which involve similar types of projects, show for each such contract:
 - 1) Date of completion and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amounts received.
 - 4) Location of area served.
 - 5) Name, address and phone number of agency with which contracted and agency person to contact for reference.
 - 6) If none, so state.
 - h. If any contract was terminated prior to the original termination date during the last five years, show for each contract:
 - 1) Date of completion and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount of contract for and amounts received.
 - 4) Location of area served.
 - 5) Name, address and phone number of agency with which contracted and agency person to contact for reference.
 - 6) Reason for termination.
 - 7) If none, so state.
 - i. With respect to contracts currently in effect, show the following for each such Contract:
 - 1) Date due for completion and duration of contract.
 - 2) Type of service.
 - 3) Total contract amount.
 - 4) Location of area served.
 - 5) Name, address and phone number of agency and contract agency person to contact for reference.
 - 6) If none, so state.
 - j. List all contracts Vendor has had for the last five years that involve similar types of Bad Check Restitution Programs of a comparable size as that in San Bernardino County. Provide the following information:
 - 1) Date due for completion and duration of contract.
 - 2) Type of service.
 - 3) Total contract amount.
 - 4) Location of area served.
 - 5) Name, address and phone number of agency and contract agency person to contact for reference.
 - 6) If none, so state.

- k. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - l. Financial and strategic interest in other lines of business. If none, so state.
 - m. A statement that the Vendor does not have any commitments or potential commitments, which may impact on the Vendor's assets, lines of credit, guarantor letters or ability to perform the Contract.
4. **Minimum Vendor Requirements** - Complete, initial, sign and include in the submitted proposal, **Minimum Vendor Requirements, Attachment B.**
5. **Exceptions to RFP**
Complete **Attachment C** and include in submitted proposal
6. **Statement of Certification**
Complete, initial, sign, and include in the submitted proposal, **Attachment D - Statement of Certification.**
7. **References**
Complete and include in the submitted proposal, Attachment E - References
8. **Proposal Description** - A detailed description of the proposal being made.
- a. Proposal should address, but is not limited to, all items in Section V – Scope of Work.
 - b. Proposal should include the following:
 - 1) Brief synopsis of the Vendor's understanding of the County's needs and how the Vendor plans to meet these needs. This should provide a broad understanding of the Vendor's entire proposal.
 - 2) Narrative description of the proposed plan to achieve the program objective and requirements.
 - 3) Explanation on how the Vendor will meet any service considerations as required.
 - 4) Explanation of any assumptions and/or constraints.
 - c. Vendor should complete the Cost Sheet – **See Attachment F.**
9. **Vendor's Financial Capability and Litigation**
- a. Provide information on any action, suit, proceeding or investigation by or before any court, public board or agency arising out of the performance of services by the firm that has been brought within the last three (3) years against the firm.

The information provided should include the name of the matter, the court, board, body or agency before which the matter was brought or is being heard, the nature of the matter and the status of such matter. If the matter has been resolved, information on the outcome including any order, discipline, fines or penalties must be included.
 - b. Vendor must provide the Company's Annual Report for the last two years (if applicable). Vendor must also include - financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company's

accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the current financial status of the business.

10. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff; County Administrative Officer or member of such officer's staff; County department or group head, assistant department or group head; or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposals being deemed non-responsive.

11. Insurance - Submit evidence of ability to insure as stated in Section VI, Paragraph B.

VII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance. Scoring proposals will be based on an ordinal ranking system.

B. Evaluation Criteria

1. Initial Review

- a. All proposals will be initially evaluated to determine if they meet the following minimum requirements:
- a. The proposal must be complete, in the required format and be in compliance with all the requirements of this RFP.
- b. Prospective Vendors must meet the requirements as stated in the Minimum Vendor Requirements as outlined in **Attachment B**.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation; or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):
 - a. Vendor's qualifications and ability to provide required level of service.
 - b. Proposed Cost.
 - c. Vendor's financial stability. This review is based upon Vendor provided business financial statements.
 - d. Vendor's proposed plan to achieve the Scope of Work as outlined in Section V.
 - e. Vendor's experience and references in providing the services outline in Section V.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

C. Contract Award

A Contract will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests Relating to Proposal Process and Award

Vendors may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph E of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Protests can only be brought on the following grounds:

1. Failure of County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments;
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Director of Purchasing, or his/her designee. The County will consider only those specific issues addressed in the written protest. At the County's option the County may hold a hearing for the protesting party to present information, however, the hearing may only address the issues raised in the written protest. A written response will be directed to the protesting Vendor within twenty-one (21) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

ATTACHMENT A- COVER PAGE
PROPOSAL FOR BAD CHECK RESTITUTION PROGRAM

VENDOR'S NAME *(name of firm, entity or organization):*

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF VENDOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

VENDOR'S ORGANIZATIONAL STRUCTURE

☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture

☐ Other (explain):

If Corporation, Date Incorporate: _____ State Incorporated: _____

States Registered in as foreign corporation:

VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ATTACHMENT B- MINIMUM VENDOR REQUIREMENTS

The following requirements apply to all prospective vendors.

	Requirement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	Have a minimum of five (5) continuous years of experience in the administration of a bad check restitution program, at least three (3) of which should be in the state of California.		
2.	Possess valid licenses, permits and/or certifications, as required by the State of California, to perform the type of services being requested in this RFP. Validity of licenses, permits, and/or certifications will be verified by the copies you provide with your proposal.		
3.	Provide five (5) references from other agencies, three (3) of which need to be current clients and one (1) a government agency (not including the County of San Bernardino) you have established a contract for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates of Service. This information must be included in Attachment E.		
4.	Have no outstanding or pending complaints as determined through the Better Business Bureau and State of California Department of Consumer Affairs, and have no unsatisfactory record of performance with any public agency.		
5.	Complete registration to become a Vendor through the County of San Bernardino Purchasing website: http://www.sbcounty.gov/purchasing/ .		

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT C– EXCEPTIONS TO RFP

**SAN BERNARDINO COUNTY DISTRICT ATTORNEY'S OFFICE
Bad Check Restitution Program**

VENDOR'S NAME _____

ADDRESS _____

Telephone# () _____ Fax # ()

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:
(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. You may add as many pages as needed.

Name of Authorized Representative_____

Signature of Authorized Representative_____

Date _____

ATTACHMENT D– STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal for Bad Check Restitution Program in response to County of San Bernardino RFP 08-01

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	Vendor will provide the services as described in the proposal for three years.		
2.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
3.	All aspects of the proposal, including cost, have been determined independently without consultation with any other prospective Vendor or competitor.		
4.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any legal remedy.		
5.	Vendor agrees that all aspects of the RFP (subject to any noted exceptions in Attachment C) and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.		
6.	Vendor agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Vendor's ability to perform services as proposed.		
7.	Prospective Vendor, if selected, will comply with all applicable rules, laws and regulations		

Signature

Date

Print name

Company

ATTACHMENT E- REFERENCES

Agency	Contact Name/Address	Phone Number	Dates Services Provided (from/through*)

*Enter "**Present**" if still providing the services. Example: 10/04/05 - Present

ATTACHMENT F– Proposed Cost Sheet

State concisely the services proposed and the hourly cost range for type of service proposed for each year of the Contract, if applicable.